

BEFORE THE ILLINOIS COMMERCE COMMISSION

Docket No. 01-0662

**Surrebuttal Testimony of Justin W. Brown
On Behalf of Ameritech Illinois**

Ameritech Illinois Exhibit 2.2

June 5, 2002

OFFICIAL FILE

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Ameritech Exhibit No. 2.2

Witness Brown

Date 6-17-02 Reporter CC

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PROFESSIONAL EXPERIENCE AND EDUCATIONAL BACKGROUND

Q. Please state your name and business address.

A. My name is Justin W. Brown. My business address is 790 North Milwaukee,
Street in Milwaukee, Wisconsin.

**Q. Are you the same Justin W. Brown that submitted a draft affidavit, direct,
and rebuttal testimony in this matter?**

A. Yes I am.

PURPOSE OF TESTIMONY

Q. What is the purpose of your surrebuttal testimony?

A. The purpose of my surrebuttal testimony is to address claims raised in the
rebuttal testimony of Mr. Barstow of XO Communications of Illinois, Ms.
Chapman of MCI WorldCom, Mr. Cox of McLeodUSA/TDS Metrocom, Ms.
Lichtenberg of MCI WorldCom, Mr. Piticavong of RCN, Mr. Noorani of AT&T
and Mr. Van De Water of AT&T.

LINE LOSS NOTIFICATION

**Q. WorldCom Witness Chapman suggests that you minimized the impact of line
loss notifications ("LLN") when you stated that, "the only problem was that
the losing CLEC did not receive a line loss notification" (Brown rebuttal p. 5
line 92). Was that your intent?**

24 A. My rebuttal testimony was not intended to minimize the importance of LLNs.
25 Indeed, the attention that Ameritech Illinois and its affiliates have devoted to
26 resolving LLN issues demonstrates that Ameritech Illinois fully understands the
27 importance of the process and has implemented numerous improvements to assure
28 that the process works in a timely and accurate manner. The sole reason I made
29 the statement was to make clear that the various issues I identified affect *only* the
30 LLN process, not the processing of the underlying order.

31
32 **Q. WorldCom Witness Chapman, also suggests that, "failure of the fax process"**
33 **used by retail representatives to inform the Local Service Center ("LSC") of**
34 **winbacks, so that the LSC could enter a placeholder for use in sending a line**
35 **loss notification to the losing carrier, "was pointed out" at the March 13-14,**
36 **2002 workshop. How do you respond?**

37 A. I want to make sure that the Commission understands that the discussion at the
38 March 13-14, 2002 workshop was a discussion of Ameritech Illinois' line loss
39 notification history. Ameritech Illinois was aware of the issue prior to the
40 workshop and used the workshop forum to inform the CLECs that the issue
41 existed. As I explained in my Rebuttal Testimony, Ameritech Illinois provided
42 additional training to ensure that the fax process was properly followed prior to
43 the March 13-14, 2002 workshop that Ms. Chapman mentions. Shortly
44 afterwards (on April 24, 2002), Ameritech Illinois implemented an enhancement
45 to its electronic systems so that the prior fax procedure was no longer necessary.
46

47 **Q. Ms. Chapman believes your statement regarding a potential problem that**
48 **was identified and proactively cared for made, “no sense” (Chapman p. 3 line**
49 **56). Specifically, she questions your statement regarding the lack of,**
50 **“evidence that this situation has actually occurred” in relation to a service**
51 **representative incorrectly entering the ZULS and NOCN Field Identifiers**
52 **(“FID”). How do you respond?**

53 **A.** As noted in my earlier testimony, “we determined that if a service representative
54 does not properly enter the ZULS and NOCN FIDs on a UNE-Platform order, the
55 systems would not identify the carrier to whom a line loss notification should be
56 sent, causing them to be sent to the wrong carrier or not to be sent at all.” When I
57 wrote my rebuttal testimony, I was not aware of any evidence that the situation
58 had actually occurred or was occurring. However, as part of Ameritech Illinois’
59 comprehensive root-cause analysis the possibility was considered. Since then, I
60 have been informed that WorldCom provided examples to the Ameritech Account
61 Team as noted in Ms. Chapman’s testimony (Chapman p. 3 line 57).

62
63 While I, personally, have not taken part in any root cause analysis performed on the
64 examples WorldCom provided, I have previously made it clear that, in the event that
65 a mistake was made, there would be a line loss impact. For this reason, the results of
66 the line loss discussions have been passed along to the LSC and incorporated into
67 additional training for LSC personnel. In addition, a quality review process has been
68 instituted in which a group of employees are reviewing UNE-P orders for this (and
69 other) potential errors in an effort to further coach and improve the order processing.

SERVICE ORDER COMPLETION NOTICES

Q. In discussing the LSC's proactive monitoring of errors for electronically received, electronically processed orders, Ms. Lichtenberg of WorldCom states that she does not, "know what value this new process provides" (Lichtenberg p. 2 line 42).

A. I disagree with Ms. Lichtenberg. In my opinion, the LSC's proactive web based tool provides WorldCom and all CLECs with a comprehensive, LSC-driven process with regard to Service Order Completion ("SOC") notices. I never suggested that this additional information would replace the SOC. In my rebuttal testimony, I wrote that, "After a thorough review of the systems it was determined that certain errors, which were identified by downstream systems in the process of updating billing records, were not being sent to the LSC for review and correction. Specifically, we found certain errors for electronically received, electronically processed orders were not being generated on a report to the LSC. This report is now posted to a web site daily for inclusion into the LSC's workload¹ and the errors that prevented SOC's from flowing to the CLEC are worked daily to insure timely processing. As these errors are worked, the orders then continue to flow through the system."

By following this process, the LSC is able to ensure that SOC's previously not sent to the CLECs because of the missing report, are now being sent in a timely and

¹ Note that this is the workload for the Ameritech Local Service Center, not for a CLEC.

92 accurate manner. This allows a CLEC to, "begin billing its customers"
93 (Lichtenberg p. 3 line 45) in a timely and accurate manner because the order has
94 completed processing through Ameritech Illinois' systems. Ms. Lichtenberg
95 herself admits that, "Ameritech's performance has improved significantly" (p. 10,
96 line 268) with regard to completion notices.

97
98 **Q. AT&T Witness Willard states that "AT&T experienced a problem with 361**
99 **'stuck' orders that remained in Firm Order Confirmation ("FOC") or**
100 **Processed status and did not receive a Service Order Completion ("SOC")**
101 **until we brought this to SBC/Ameritech's attention" (Willard Rebuttal at 24**
102 **line 7). How do you respond?**

103 A. I am not aware of the "stuck" orders that Mr. Willard refers to (Willard p. 24 line
104 10). However, it seems to me that the orders were probably electronically
105 submitted, electronically processed requests that were in an error condition that
106 prevented them from being worked consistently within the LSC. The processes
107 now in place within the LSC are designed to care for these situations as described
108 by Ms. Lichtenberg and Mr. Willard.

109
110 **MANUAL LSC PROCESSES**

111 **Q. Mr. Van De Water of AT&T states, "that Ameritech's current processes may**
112 **benefit from controlled, efficient introduction of automation." (Van de**
113 **Water Rebuttal, at 5.) What is your response?**

114 A. I agree. Nevertheless, Mr. Van De Water seems to be asserting that Ameritech
115 Illinois processes do not currently, "benefit from controlled, efficient introduction

of automation.” Indeed, Mr. Van de Water overlooks the fact that Ameritech Illinois’ processes already benefit in that regard. As noted in my Rebuttal Testimony and the Rebuttal Testimony of Mr. Cottrell, many of the improvements to manual processes that the LSC implemented were coupled with improvements to electronic systems. The record demonstrates that Ameritech Illinois fully supports and carries out process mechanization if and when it makes sense to mechanize them. But, as Mr. Van de Water clearly states, “Mechanization in and of itself is not the end point.” (Van de Water Rebuttal, at 5.)

ACCOUNT OWNERSHIP CHANGES

Q. Mr. Cox of McLeodUSA claims (Surrebuttal Testimony, at 13) that the lack of a special process for, “mass conversion” of accounts when one CLEC merges with or acquires another CLEC is discriminatory, based on his view that Ameritech Illinois performs, “seamless” conversions for its retail customers. How do you respond?

A. The retail and wholesale processes for mass conversion are not different at all. As I stated in my Rebuttal Testimony, if McLeodUSA wants to convert its end users from one of its acquired companies to the McLeodUSA name, it can complete service orders for each end user to request that change. Likewise, if Ameritech Illinois wants to convert a retail end user’s lines from one account to another, its service representatives must issue service orders on the individual end user accounts that need to be converted. I am not aware of any systemic mass account change available to Ameritech Illinois retail customers. True, all the retail end user sees from his or her perspective is a single form.

As a retail provider McLeodUSA may choose to do that for its end users as well. Nevertheless, individual service orders must be completed in order to effect the change that remains transparent to the retail end user. It may appear, "seamless" to the end user, but it is certainly not seamless from an order processing perspective. As I understand it, there have been collaborative discussions regarding the development of an easier process for CLECs, but I am not aware of the results of those discussions. Regardless of that fact, Mr. Cox himself agrees that the FCC does not require section 271 applicants to create such a process.

Q. Is there any effect on customer service if the conversion is not done?

A. No. From a wholesale perspective, this kind of billing change has no impact on the end user's service. When McLeodUSA acquires another CLEC's business, McLeodUSA becomes the retail provider for all of the acquired CLEC's end users. On a wholesale basis, Ameritech Illinois continues to show the acquired CLEC as the carrier of record, but notices and bills are sent to the address designated by McLeodUSA.

TROUBLE RESOLUTION CODES

Q. How does Ameritech Illinois ensure that the cause and resolution of trouble reports are adequately reported?

A. As I explained in my Rebuttal testimony, the closure notes entered by the Ameritech Illinois' Local Operations Center ("LOC") include information describing any work or trouble that was found. These notes are used to determine

the resolution code. Ameritech Illinois relies on this information to manage our retail and wholesale businesses and any employee that purposely provides incorrect information is subject to disciplinary action up to and including dismissal.

This information is passed along to the CLEC electronically (or verbally via telephone if the CLEC reported the trouble verbally). CLECs can schedule a "vendor meet" where their technicians can work with Ameritech Illinois technicians to resolve and accurately report the trouble. Ameritech Illinois also provides CLECs the opportunity to dispute charges associated with trouble ticket closures through the LSC's Billing Group. The Close But Dispute ("CBD") process itself is discussed in Accessible Letter, CLECAM02-132, found on the CLEC Online web site at <https://clec.sbc.com/clec>. If the CBD process does not resolve the CLEC's issue then the CLEC has the option of proceeding through the dispute resolution procedure outlined in its interconnection agreement.

Q. RCN Witness Piticavong states that RCN has noted and documented in its internal trouble ticket system, "numerous instances" where the work performed by Ameritech Illinois was not being properly reported. How do you respond?

A. Mr. Piticavong does not attach or reference the examples to which he refers. We acknowledge that he provided some trouble ticket examples to Ameritech Illinois in November 2001, as part of the CBD process discussions at the CLEC User Forum ("CUF"). However, Ameritech Illinois addressed those concerns, and

188 thought that the matter was resolved since RCN has not raised any further issues.

189 If Mr. Piticavong has additional examples, we encourage him to make them
190 known through normal channels. If he is referring to these past examples, then as
191 described below, those issues have been resolved.

192
193 **Q. Please elaborate as to the issues raised by Mr. Piticavong and resolved by**
194 **Ameritech Illinois.**

195 A. During the November 2001 meeting of the CUF, and again in March of 2002, Mr.
196 Piticavong submitted examples of disputed trouble reporting codes for Ameritech
197 Illinois to review. At that time Mr. Piticavong requested that the CBD process be
198 enhanced to include further notice to the CLEC as to the investigation and
199 resolution of the dispute.

200
201 Ameritech Illinois evaluated Mr. Piticavong's concerns regarding the Ameritech
202 Illinois CBD process and determined that they were related to, "vendor meets."
203 Ameritech Illinois viewed this process as an informal means for CLECs to assist
204 in resolving trouble reports. Thus, notes taken during the vendor meet were
205 coded as, "informational" and were not used to change the trouble disposition
206 code. RCN, however, had thought that vendor meets should also provide a
207 mechanism for CLECs to dispute and seek a change to the disposition code.
208 Additionally, RCN expected that any notes taken during the vendor meet would
209 be used as justification to change the original code.

210
211 **Q. How did Ameritech Illinois address these issues?**

212 A. First, Ameritech Illinois agreed with RCN's request for an enhancement to the
213 process regarding changes to trouble resolution codes by the LOC. Ameritech
214 Illinois communicated the implementation of RCN's requested changes via
215 Accessible Letter, CLECAM02-132, which was published on April 4, 2002. This
216 and all Accessible Letters can be found on the CLEC Online web site at
217 <https://clec.sbc.com/clec>. I have attached a copy of that Accessible Letter as
218 Schedule JWB-1S hereto.

219
220 With respect to vendor meets, Ameritech Illinois also agreed with RCN's
221 proposal to change the vendor meet process so that the results were reflected in
222 the trouble resolution codes. Ameritech Illinois also provided additional training
223 and communication of the process to the Local Operations Center personnel to
224 ensure adherence to the process.

225
226 **Q. What was Mr. Piticavong's response?**

227 A. Since March 2002, Mr. Piticavong has not submitted any further examples
228 regarding trouble resolution codes or the CBD process. In fact, at the April 17,
229 2002 meeting of the CUF, Mr. Piticavong changed the process issue from "Open"
230 status to a 60-day "Monitor" status, which indicated that Mr. Piticavong viewed
231 the issue as resolved, but subject to periodic monitoring until closure.

232
233 **Q. Do Mr. Piticavong's present allegations affect checklist compliance?**

234 A. No. In fact, the full story of the issue shows that Ameritech Illinois has processes
235 that allow CLECs to check the reliability of trouble reporting codes and that

Ameritech Illinois works cooperatively to resolve any issues raised in those processes.

SPECIAL ACCESS CONVERSIONS

Q. In his reply testimony (at 1-2) XO Witness Barstow continues to dispute your testimony regarding the process for converting Special Access circuits to Unbundled Network Elements (UNE) arrangements. How do you respond?

A. ~~Mr. Barstow continues to mischaracterize my testimony.~~ Mr. Barstow tells us that "XO also takes issue with Ameritech's statement that Special Access to UNE conversions rely on a one-step process." ~~I must point out that I was very specific in noting that the two step one order process applied to combinations of UNE and transport.~~ I did say that, "Ameritech Illinois has a single *order*, 2-step process" for converting Special Access to a Loop and Transport combination. I never stated that Ameritech Illinois had a "one-step ordering process" as claimed by Mr. Barstow (Barstow p. 1 line 28). More importantly, ~~I never said that~~ ^{DOES NOT} Ameritech Illinois ~~used~~ a single-order process for converting Special Access circuits to a standalone UNE loop *without* transport. Indeed, that kind of conversion does require both an LSR and an ASR. ~~Mr. Barstow, apparently, does not differentiate between the two unique processes associated with the two unique product types.~~

Q. What about the example conversions Mr. Barstow provided as Attachment A to his Rebuttal Testimony?

A. The orders in Mr. Barstow's Attachment A confirm ~~XO's failure to see~~ the difference between standalone loops and loop/transport combinations. Mr. Barstow states that the attachment, "documents five XO conversions of special access to UNEs where Ameritech required XO to submit both an ASR and an LSR." However, in all of these examples, XO did not request a loop-transport combination, but a standalone loop. Those loop requests did not qualify for the two step - one order process I described, ~~so the fact that two orders were required is perfectly consistent with my testimony.~~

Q. Does Mr. Barstow's allegation affect checklist compliance?

A. Not at all. XO does not allege that a single-order process is required by law, or that there is anything wrong with a two-order process for converting Special Access to an unbundled loop without transport. ~~The only apparent purpose for Mr. Barstow's testimony appears to be to contradict what I said about loop/transport combinations. Nevertheless, XO's testimony and examples do not even deal with loop/transport combinations, and thus they do not affect my testimony that there is a two step - one order process for such combinations.~~

FACILITIES MODIFICATION PROCESS

Q. XO Witness Barstow has also taken issue with your statement that special construction charges are based on the interconnection agreement that exists between Ameritech Illinois and the CLEC. What is your response?

A. The question that Mr. Barstow answered on page 2 line 16 of his rebuttal testimony appears to have taken my comments out of context. Mr. Barstow

answers the question, "In his rebuttal testimony Mr. Brown states that special construction charges are based on the individual CLEC's interconnection agreement and that this has thus, 'eliminate[d] the need to put together a special price quote.'" The reason that Mr. Barstow had to add the letter "[d]" at the end of the word eliminate is because Mr. Barstow only partially quoted my rebuttal and has, thus, changed the tone of my testimony.

My answer actually stated that, "if a CLEC's interconnection agreement with Ameritech Illinois specifies the charge for a particular modification, we do charge the CLEC in accordance with that agreement instead of providing a special quote with the price." Additionally, I noted that one primary reason for specifying charges in advance was to, "eliminate the need to put together a special price quote." Interconnection agreements typically do not anticipate or provide prices for all the possible facilities modifications that might come up in the future. XO is incorrect in suggesting that my testimony indicated that this was the case.

COORDINATED HOT CUT PROCESS

Q. XO Witness Barstow claims that your rebuttal testimony did not alleviate XO's concerns regarding the, "rescheduling of coordinated hot cuts ("CHC") set for a particular date and time." How do you respond?

A. The primary reason that a CHC is rescheduled to an all day cut is due to Integrated Digital Loop Carrier ("IDLC") facilities. An IDLC facility cannot be unbundled as is because it contains numerous integrated loops, not just the one requested by the CLEC. It is also my understanding that Ameritech Illinois'

307 Network organization is working collaboratively to address the CLECs' IDLC
308 concerns via the CUF. In fact, another CLEC has opened a CUF issue CUF02-
309 005A in an effort to address the very issue Mr. Barstow raises.

310
311 Nevertheless, I must point out that Mr. Barstow's assertion that, "the customer is
312 out of service" (Barstow p. 4 line 17) subsequent to the Ameritech Illinois
313 technicians' work completion is a misrepresentation of the facts. If the CLEC has
314 provided dial tone to the end user's new CLEC Customer Facility Assignment
315 ("CFA") in a proactive manner, then the end user will have dial tone subsequent
316 to the work performed by Ameritech Illinois' field and central office technicians.

317
318 Additionally, Mr. Barstow's claims that, "XO is notified by the LSC that the
319 Ameritech technician has completed his/her work" is also a misrepresentation.
320 The outside technician contacts the LOC while enroute to change the end user's
321 facility. The LOC (not the LSC as alleged by Mr. Barstow) then contacts the
322 CLEC to tell the CLEC that the conversion from IDLC to copper facilities is
323 eminent. The Ameritech Illinois technician then performs the conversion in
324 conjunction with the central office technician and subsequently informs the CLEC
325 via the LOC that the conversion has taken place.

326
327 **Q. Mr. Barstow claims that, "significant improvement in service coordination**
328 **between Ameritech and XO is necessary to minimize a customer's service**
329 **outage." What is your reaction?**

330 A. While I agree that outages should be minimized, I disagree that further
331 improvements are necessary. As I explained above, the "outages" XO complains
332 about do not exist within the process as I have described it. Furthermore,
333 Ameritech Illinois and the CLEC community have already expended a great deal
334 of time and effort to coordinate service and minimize the risk of outage, through
335 the collaborative workshops that led to the coordinated hot cut process.
336 Additional meetings, CUF and Change Management Process ("CMP"), have also
337 taken place between the CLECs and Ameritech Illinois. If Mr. Barstow feels that
338 this process is in need of "significant improvement," I would suggest that he raise
339 this as a concern in these collaborative forums.

340

341 **Q. Do Mr. Barstow's allegations affect checklist compliance?**

342 A. No. In the majority of cases, the agreed to process for coordinated hot cuts
343 applies, and no one contends that the process is inadequate. All-day appointments
344 are the exception, not the rule. They arise mainly in cases in which a requested
345 loop is served by IDLC and it is not feasible to give a specific time commitment.
346 In these cases, all-day appointments are a reasonable means to deal with the
347 complexity of the work. Requiring Ameritech Illinois, "to honor the date and
348 time of all (requested) coordinated hot cuts" (Barstow p. 5 line 13), as Mr.
349 Barstow would have it, in no way change the limitations dictated by the nature of
350 the work. As stated previously, XO's claim that an all day appointment might
351 leave the end user without service is not accurate, based on the process as I have
352 described it.

353

354 **Q. AT&T Witness Noorani suggests that Ameritech Illinois allows only authorized**
355 **vendors access to central office Main Distributing Frames (“MDF”), and that**
356 **installations “could take up to a week to complete and during that timeframe**
357 **the CLEC may be subject to a provisioning standstill.” (Rebuttal Testimony, at**
358 **5.) How do you respond?**

359 **A.** AT&T’s assertion is founded on a mischaracterization of the procedures
360 Ameritech Illinois follows when “trouble” is reported during the provisioning of
361 an order. When Ameritech Illinois provisions a loop for a CLEC and the CLEC
362 subsequently reports trouble on that loop, Ameritech Illinois technicians resolve
363 the trouble for the CLEC. The LOC has a maintenance force dedicated to
364 resolving CLEC repair issues in a timely manner.

365
366 Additionally, Mr. Noorani’s assertion that trouble resolution resulting from
367 Ameritech Illinois Network organization’s MDF policy, “could take up to a week
368 to complete and during that timeframe the CLEC may be subject to a provisioning
369 standstill” is completely unfounded from an LSC and LOC perspective. The LSC
370 and LOC do not stop processing CLEC requests under these circumstances.

371 AT&T is not restricted from ordering wholesale services because of the MDF
372 policy.

373
374 Ameritech Illinois has also implemented the “Vendor Meet” process to help the
375 CLECs in the situation described by AT&T. According to the CLEC Online
376 Web Site at <https://clec.sbc.com/clec>, “Vendor Meets are scheduled when a
377 dispute or concern occurs that impedes the trouble resolution process. Vendor

meets provide an opportunity for SBC-Ameritech and CLEC vendors or technicians to jointly resolve the issue(s) in question.” Ameritech Illinois created the "Vendor Meet" process to provide the CLEC community with a method, whereby, “the CLEC can work together with Ameritech to resolve ...issues in a timely manner” (Noorani Rebuttal at 5 line 8).

CONCLUSION

Q. Does this conclude your surrebuttal testimony?

A. Yes it does.

ICC Docket No. 01-0662
Ameritech Illinois Ex. 2.2 (Brown)
Schedule JWB -- 1S



Accessible

Date: **April 4, 2002**

Number: **CLECAM02-132**

Effective Date: **April 15, 2002**

Category: **UNE**

Subject: **(MAINTENANCE AND REPAIR) Communication of EBTA Closure Code Changes**

Related Letters: **NA**

Attachment: **Yes**

States Impacted: **Ameritech Region**

Response Deadline: **NA**

Contact: **LOC Service Manager**

Conference Call/Meeting: **NA**

Effective Monday, April 15, 2002, the Ameritech LOC will begin the following manual process when a CLEC closes a trouble ticket in EBTA, but disputes the closure code and as a result of the dispute, the closure code is changed by the LOC after investigation.

As the EBTA User guide states, the LOC will contact the CLEC (within one hour if the dispute is received during normal business hours, 8am-5pm CST, and within 4 hours if the dispute is received outside of normal business hours) once they have closed the ticket and disputed the closure code. The LOC MA will investigate the closure code and the information for the ticket. They will consult with an LOC Line Manager to ensure approval if the code is changed or not. If the code is changed by the LOC, the attached form will be faxed to the CLEC notifying them of the code change.



EBTA Close but
Dispute Closure...

EBTA Close but Dispute Closure

EC Code: _____

CLEC: _____

Contact Name & Number: _____

Fax Number: _____

TIME STAMPS

Date and Time Received: _____

Initial callback: _____ (must be within 1 hour M-F 8-5, 4 hours out of hours)

Resolution: _____ (must be within 24 hours of received time M_F)

TICKET INFORMATION

Ticket Number: _____

Original Trouble Code: _____

Description of Dispute: _____

DISPUTE INFORMATION

Is the code being changed? Y or N

If so, to what: _____

Explain: _____

Manager Approval: _____